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SERIES II No. 21

# OFFICIAL GAZETTE



# GOVERNMENT OF GOA

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*Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 20 dated 16-08-2012 namely, Extraordinary dated 21-08-2012 from pages 919 to 920 regarding Notifications from Goa Legislature Secretariat & Department of Public Health (Office of the Returning Officer CCH Election Goa).*

## GOVERNMENT OF GOA

### Department of Agriculture

#### Directorate of Agriculture

#### Notification

No. 3/4/P&amp;E/Plan/37/2012-13/D.Aagri/268

Government is pleased to constitute a Committee to work out Agricultural Policy for the State including therein policy for Animal Husbandry and Dairy. The following Members are nominated for working out comprehensive Agricultural Policy for State of Goa.

- |   |             |  |           |
|---|-------------|--|-----------|
| 1. Shri Narendra Savoikar,<br>Chairman, Goa Bagayatdar<br>Co-operative Society, Ponda | — Chairman. | 10. Shri Dinar Barros,<br>Betalbatim, Salcete  | — Member. |
| 2. Shri Rajendra Desai,<br>Sacorda President, Sugarcane<br>Growers Association        | — Member.   | 11. Fr. Inacio Almeida,<br>Bhironda, Valpoi  | — Member. |
| 3. Chairman, Goa Agriculture<br>Marketing Board Arlem,<br>Raia, Salcete               | — Member.   | 12. Shri Babu Komarpant,<br>Palolem-Canacona   | — Member. |
| 4. Shri Srirang Jambhale,<br>Savoi-Verem, Ponda                                       | — Member.   | 13. Shri Madhav Kelkar,<br>Director of Agriculture,<br>Tonca, Caranzalem-Goa   | — Member. |
| 5. Shri Madhav Sahakari,<br>Curti, Ponda  | — Member.   | 14. The Associate Director of<br>Research, Regional Fruit<br>Research Station, Vengurla,<br>Sindhurdurg, Dist. Maharashtra | — Member. |
| 6. Shri Prakash Desai,<br>Shigao, Mollem  | — Member.   | 15. Director, ICAR Complex Old<br>Goa or his representative  | — Member. |
| 7. Shri Premanand Mahambre,<br>Chorao, Tiswadi  | — Member.   | 16. The Regional Manager,<br>Agriculture Insurance<br>Company Ltd., Mumbai   | — Member. |
| 8. Shri Govind Parsekar,<br>Parse, Pernem-Goa   | — Member.   | 17. The General Manager,<br>NABARD, Panaji   | — Member. |
| 9. Shri C. K. Mathew,<br>Goa Velha, Tiswadi   | — Member.   | 18. Shri Vinay Tendulkar, Ponda  | — Member. |
|   |             | 19. Shri Dattaprasad Kholkar,<br>Mapusa, Bardez  | — Member. |
|   |             | 20. Shri Surya Gaude,<br>Mandrem, Pernem   | — Member. |
|   |             | 21. Shri Tukaram Ghatu, Shinde,<br>Dodamarg, Sindhurdurg   | — Member. |
|   |             | 22. Shri Lakhur Humane,<br>Kumbharkhan-Satari  | — Member. |
|   |             | 23. Shri Thomas Menezes,<br>Saleli, Satari   | — Member. |
|   |             | 24. Shri Ladu Parsekar,<br>Mandrem, Pernem   | — Member. |
|   |             | 25. Shri Abhijit Savoikar,<br>Marcel, Ponda  | — Member. |
|   |             | 26. Shri Vijay Patil,<br>Naus-Valpoi-Goa   | — Member. |
|   |             | 27. Shri Satyawar Devidas,<br>Caure-Pirla-Quepem   | — Member. |
|   |             | 28. Shri Mhalgo Gaonkar,<br>Netravali, Sanguem   | — Member. |
|   |             | 29. Shri Melvin Fernandes,<br>Calvim, Aldona, Bardez   | — Member. |

30. Shri Orlando Faleiro, Gogol, Margao	— Member.	The terms and conditions of the Committee are proposed as follows:
31. Shri Govind Naik, Pirna, Bardez	— Member.	1) To suggest ways and means to ensure growth in agriculture, Animal Husbandry and Dairy by aggregation and integration of all rural programmes, so that farmers get substantial return from agricultural land resources.
32. Dr. Benjamin Braganza, Managing Director, Goa Meat Complex, Usgao	— Member.	2) To suggest ways and means to develop agriculture, Animal Husbandry and Dairy support services.
33. Dr. Santosh Desai, Department of Animal Husbandry and Veterinary Services	— Member.	3) To suggest methods to protect and improve available resources viz. land, water, bio-diversity and genetic resources.
34. Dr. Dattaraj Naik, Department of Animal Husbandry and Veterinary Services	— Member.	4) To suggest ways for promoting market driven economy.
35. Dr. Satyawar Naik, Department of Animal Husbandry and Veterinary Services	— Member.	5) To suggest suitable measures to encourage horticulture and high value crops.
36. Dr. Shrikant Naik, Goa Milk Producers Union, Ponda	— Member.	6) To suggest measures to conserve soil and water resources.
37. Dr. E. B. Chakurkar, Scientist ICAR Ela, Old Goa	— Member.	7) To suggest measures for developing marketing network, cold storages and post harvest management chain.
38. Dr. Ernest D'Costa, Department of Animal Husbandry and Veterinary Services, Panaji	— Member.	8) To recommend resolutions/rules to be framed if any to be approved by the Government for implementation of policies for Agriculture, Animal Husbandry and Dairy.
39. Director of Animal Husbandry and Veterinary Services, Panaji	— Member.	9) Suggest measures for involving Public Private Partnership for bringing in new agricultural venture (including Animal Husbandry and Dairy).
40. Director of Agriculture, Tonca, Caranzalem	— Member Secretary.	

The above Committee will work out the comprehensive Agricultural Policy through two sub-committees as below:

- 1) Sub-committee for Agriculture.
- 2) Sub-committee for Animal Husbandry and Dairy.

The Members from Sr. No. 1 to 17 shall work out the Agricultural Policy with Shri Narendra Savoikar, Chairman, Goa Bagayatdar Co-operative Society, Ponda as a Chairman of sub-committee with Director of Agriculture as its Member Secretary.

The Member at Sr. No. 18 to 19 shall work out the Policy for Animal Husbandry and Dairy with Director of Animal Husbandry and Veterinary Services at Sr. No. 39 as their Member Secretary with Shri Vinay Tendulkar at Sr. No. 18 as its Chairman.

The working of two sub-committees shall be Co-ordinated by Director of Agriculture as Nodal Officer. The Policy recommended by both groups shall be converged to evolve comprehensive State Agricultural Policy.

*Duration of the Committee:* The Committee shall function for an initial period of six months. The Committee shall submit the preliminary report within a period of four months from the date of its constitution. The final report shall be submitted within six months of the formation.

*Meetings:* The meeting shall be held once in a month as per requirement for each sub-committee, the report of the sub-committee will be converged to form the State Policy on Agriculture.

*Sitting fees:* Government nominees by designation shall be official members and will not be paid any sitting fees. All other non-official members shall be paid sitting fees of ₹ 800/- per sitting. Members from outside the State will be entitled to claim accommodation, transport allowances equivalent to Officers in the grade pay of ₹ 8,900/-.

*Financial Implications:* The logistics and other expenditure will be borne by the Department of Agriculture and expenditure debited to the budget

head 2401—Crop Husbandry, 00—109—Extension and Farmers Training, 08—Development of Agriculture Extension, 50—Other Charges under demand No. 64.

The earlier Order No. 3/4/P&E/Plan/37/2010-11/D.Agr/237 dated 26-07-2010 stands cancelled.

This issues with the concurrence of Finance (DM) Division No. 1456176 dated 29-05-2012.

By order and in the name of the Governor of Goa.

Sd/- (Satish S. P. Tendulkar), Director & ex officio Joint Secretary (Agriculture).

Tonca, Caranzalem, 9th August, 2012.

### Department of Co-operation

Office of the Registrar of Co-operative Societies

#### Order

No. 48-8-2001-TS-RCS/II/2011

In exercise of the powers conferred on me under Section 86(1) of the Goa Co-operative Societies Act, 2001 read with Rule 116(1) of the Goa Co-operative Societies Rules, 2003, I, J. B. Bhingui, Registrar of Co-operative Societies, Goa pleased to appoint Adv. Satyawan Gunlo Palkar, as Registrar's Nominee for deciding the disputes arising in any of the Co-operative Societies referred to him by the Registrar of Co-operative Societies, Panaji or Asstt. Registrar of Co-operative Societies, Central Zone, Panaji, Ponda Zone, Ponda, South Zone, Margao, North Zone, Mapusa, Quepem Zone, Quepem, Election Cell, North Goa District, Panaji, Election Cell, South Goa District, Margao, the Asstt. Registrar of Co-op. Societies, Arbitration & Execution (North), Panaji-Goa and the Asstt. Registrar of Co-op. Societies, Arbitration & Execution, (South), Margao-Goa, as the case may be for the period from 01-04-2012 to 31-03-2013.

J. B. Bhingui, Registrar of Co-op. Societies.

Panaji, 16th August, 2012.

To,  
Adv. Satyawan Gunlo Palkar,  
Advocate & Notary,  
Gokhle Bldg., Upper Bazar,  
Ponda-Goa.

He is advised to maintain all the case files in terms of Civil Manual issued by the Hon'ble High Court for the guidelines of the subordinate Courts keeping in view the provisions of the Goa

Co-operative Societies Rules, 2003. It should be ensured that the judgement should be pronounced within a period of 3 months from the date of conclusion of the final arguments and the order shall not be delayed beyond a period of 2 months from the date of pronouncement of judgement in accordance with the judgement given by Hon'ble High Court under the Writ Petition No. 281 of 2006 dated 24-08-2006.

### Department of Education, Art & Culture

Directorate of Higher Education

#### Order

No. 24/3/2012-DHE

Read: Memorandum No. 21/3/95-EDN/PART II/1676 dated 17-7-2012.

On recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/1/5/78(5)/2011/113 dated 21-6-2012, Government is pleased to appoint Shri Virendra Rajanikant Amonkar, on temporary basis to the post of Assistant Professor in Commerce on an initial pay of ₹ 15,600/- in the pay band of ₹ 15,600-39,100+ AGP ₹ 6,000/- and other allowances as admissible from time to time with effect from the date of his joining the posts as per the terms and conditions contained in the memorandum cited above. He is posted in Government College of Arts, Science & Commerce, Sanquelim, Goa.

Shri Virendra Rajanikant Amonkar will be on probation for a period of two years.

The appointment is further subject to verification of character and antecedents.

By order and in the name of the Governor of Goa.

R. K. Halarnkar, Under Secretary (Higher Education).

Panaji, 17th August, 2012.

Directorate of Technical Education

College Section

#### Order

No. 16/161/PF/SMB/04

Sanction of the Government is hereby accorded for grant of extraordinary leave for a period of 2 years to Smt. Minaz Bi Sheikh, Assistant Professor

in Mathematics, Goa College of Engineering Farmagudi, Ponda-Goa w.e.f. 22-8-2012 to 21-08-2014 in terms of the Goa State Civil Service (grant of leave to seek Employment in India or Abroad) Rules, 2002, notified by the Government vide Notification No. 2/5/95-PER dated 02-01-2003.

1. The extraordinary leave is subject to the conditions stipulated in the said Notification dated 02-01-2003.
2. Request for extension of extraordinary Leave, if any should reach this Directorate at least 3 months in advance, in order to enable to take necessary decision and communicate it before expiry of extraordinary leave already granted.
3. The grant of extension of E.O.L. shall be subject to the Government decision.
4. Smt. Minaz Bi Sheikh shall return to duty immediately on expiry of the leave period or extended period failing which action will be taken against her under the provision of CCS (C.C.A) Rules, 1965.

By order and in the name of the Governor of Goa.

*Vivek B. Kamat*, Director & ex officio Additional Secretary (Technical Education).

Porvorim, 17th August, 2012.

### Department of Labour

#### Order

No. 28/13/2011-LAB/384

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. CG-PPI Adhesive Products Private Limited, Kundaim, Goa and its Workmen represented, by the CG-PPI, Kundaim Employees Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

### SCHEDULE

- "(1) Whether the action of the management of M/s. CG-PPI Adhesive Products Private Limited, Kundaim-Goa in refusing to concede the following demands raised by the CG-PPI, Kundaim Employees Union vide letter dated 31-03-2008, is legal and justified?

### CHARTER OF DEMANDS

#### (1) Demand No. 1:

It is demanded that all the Workmen shall be fitted in revised scale as follows:

Grade H1 : 1500-100-2000-125-2675-150-3375-200-4375.

Grade H2 : 1800-120-2400-150-3150-200-4150-250-5400.

Grade W0 : 2000-150-2750-200-3750-275-5125-350-6875.

Grade W1 : 2200-200-3200-250-4450-300-5950-400-7950.

Grade W2 : 2400-250-3650-300-5150-350-640-500-9400.

Grade W3 : 2650-300-4150-350-5900-400-7900-550-10650.

Grade W4 : 3000-350-4750-400-6750-450-9000-600-12000.

#### (2) Demand No. 2: Flat Rise

It is demanded that all the Workmen shall be given Flat Rise in basic at the rate mentioned below:

Grade:

H1	—	₹ 500/-
H2	—	₹ 550/-
W0	—	₹ 650/-
W1	—	₹ 700/-
W2	—	₹ 750/-
W3	—	₹ 800/-
W4	—	₹ 850/-

*Fitment:*

It is further demanded that after adding above Flat Rise to the existing basic of the Workmen, they shall be fitted in the revised scale of pay in their respective grades.

#### (3) Demand No. 3: Seniority Increments

It is demanded that all the Workmen shall be given Seniority Increments as mentioned below:

Those Workmen in service : Three increments.  
upto 3 to 5 years

Those Workmen in service : Four increments.  
upto 6 to 7 years

Those Workmen in service : Six increments.  
upto 7 to 11 years

Those Workmen in service : Eight increments.  
from 11 years and above

**(4) Demand No. 4: Fixed Dearness Allowance**

It is demanded that all the Workmen shall be paid Fixed Dearness Allowance at the revised rate of ₹ 800/- per month per Workman.

**(5) Demand No. 5: Variable Dearness Allowance**

It is demanded that since the present rate of Variable Dearness Allowance is very less, the same shall be paid at the revised rate of ₹ 4.00/- per point rise beyond 2350 (1960=100).

**(6) Demand No. 6: House Rent Allowance**

It is demanded that House Rent Allowance shall be paid at the revised rate i.e. rise of ₹ 500/- shall be given in present House Rent Allowance.

**(7) Demand No. 7: Conveyance Allowance**

It is demanded that ₹ 700/- shall be paid as Conveyance Allowance, a rise in present offer, to meet the increased cost of transport.

**(8) Demand No. 8: Canteen Subsidy**

It is demanded that Canteen Subsidy shall be paid at the revised rate of ₹ 500/- per month per Workman as a rise or canteen facilities shall be provided at subsidized rate.

**(9) Demand No. 9: Education Allowance**

It is demanded that all the Workmen shall be paid Education Allowance at the revised rate of ₹ 400/- per month per Workman as a rise in present allowance.

**(10) Demand No. 10: Domiciliary Treatment Allowance**

It is demanded that the Domiciliary Treatment Allowance shall be paid at the rate of ₹ 300/- per month per Workman.

**(11) Demand No. 11: Accident Leave and Medical Expenses**

It is demanded that those Workmen who meet with an accident while on duty, they shall be given special sick leave till they are fit to resume duty and full Medical Expenses shall be reimbursed by the management.

**(12) Demand No. 12: Leave Travel Allowance**

It is demanded that rise of ₹ 5,000/- shall be given in present Leave Travel Allowance to each Workman.

**(13) Demand No. 13: Leave Facilities**

(A) It is demanded that the Leave Facilities shall be provided as follows:

- (1) PL – one day for every 15 days worked or 25 days per year.
- (2) SL – 10 days per year.
- (3) CL – 10 days per year.

(B) Holidays – It is further demanded that 10 public holidays and 3 Restricted holidays per year shall be allowed to all Workmen.

**(14) Demand No. 14: Chemical Allowance**

All the Workmen shall be paid Chemical Allowance at the rate of ₹ 300/- per month.

**(15) Demand No. 15: Washing Allowance**

All the Workmen shall be given Washing Allowance at the rate of ₹ 100/- as a rise in their present allowance.

**(16) Demand No. 16: Loan Facilities**

It is demanded that those Workmen who have completed more than five years and above in service shall be given loan facility of ₹ 2,00,000/- to purchase household things; which shall be recoverable from the Workmen @ 2% interest.

**(17) Demand No. 17: Shift Allowance**

It is demanded that the all Workmen shall be paid an Shift Allowance of ₹ 50/- per day for IInd shift.

**(18) Demand No. 18: Medical Allowance**

It is demanded that the rise in present Medical benefit shall be given to all Workmen as below:

Grade	
H1 and H2	₹ 300/-
W0 and W1	₹ 350/-
W2, W3 and W4	₹ 400/-

by the company, on or before 31st March, 2008.

**(19) Demand No. 19**

It is demanded that all the Workmen who have completed 4 years as on 31-03-2008 in the present grade shall be given next higher promotion/higher grade.

- (2) If the answer to issue No. (1) above is in the negative, then, what relief the Workmen are entitled to?"

By order and in the name of the Governor of Goa.

*D. S. Morajkar*, Under Secretary (Labour).

Porvorim, 9th July, 2012.

### Order

No. 28/29/2010-LAB/436

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Hindustan Unilever Limited, Kundaim, Goa, and its Workmen represented by their Union, Kamgarancho Ekvott in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

### SCHEDULE

- (1) Whether the following demands made by the management of M/s. Hindustan Unilever Limited against their Workmen, vide their letter dated 23-11-2009, are legal and justified?

#### (A) Productivity:

- (1) It is demanded that the management would look at manning of each of lines/depts on zero base and arrive at optimum manning levels both at department level and at factory level. Manpower optimization would be called for in various departments and possibly at factory level and manpower productivity levels and machine productivity levels would also be enhanced.
- (2) It is assured by the management that it shall endeavor to continuously maintain company's capacity to pay in order to ensure viability. Faced with fluctuating production plans, we would need to increasingly link much greater proportion of

Workmen wages with production/productivity to ensure that we pay when the factory produces and indeed has the capacity to pay.

- (3) The manning and speeds for operation in different departments is subject to change based on increasing skill levels and machine improvements. It is demanded that the company shall have the right to increase the machine speeds as and when it deems fit. Surplus generated by these manning reductions would be re-deployed to jobs available.
- (4) It is demanded that the current operations need to continuously improve and it is expected that all Workmen shall render full support to all efforts aimed at increasing productivity quality, delivery, safety and reducing costs. It is demanded that the Workmen shall ensure that full potential of all plants and machinery is utilized and there is no blocking of productivity for any reason whatsoever.
- (5) It is demanded that the incentive scheme shall be based on Factory Balance Scorecard with the following being its integral part:
- (i) Bare Bone Operational Equipment Efficiency.
  - (ii) Attendance Incentive shall be paid only to those employees who shall be physically present on 22 days or more.
  - (ii) Safety.
  - (iv) Quality Shift/Line Defects Per Thousand (AB); Rejections: Holds.
  - (v) Giveaway %
  - (vi) Packaging material wastage.
  - (vii) Distilled Fatty Acid yield.
  - (viii) Steam, water consumption and electrical energy per ton.
- (6) It is demanded that during no plan period, no incentive shall be payable.
- (7) It is demanded that Distilled Fatty Acid being a continuous operation shall be manned on all days (inclusive of holidays) as per business requirement.
- (8) It is demanded that based on business exigencies. If required, any Workman shall be called for work on holidays or weekly offs and the same shall be compensated in line with the Factories Act, 1948.

**(B) Quality:**

- (1) It is demanded that in order to reduce customer and consumer complaints the management shall take up new initiatives in improving the quality of products and all Workmen shall co-operate fully to bring about the said changes successfully.
- (2) It is demanded that all operators would check product quality on line and during process and would report any deviations immediately to the Officer In-charge.
- (3) It is demanded that quality incentive clause shall include depot defects per thousand as key component and shall be "Nil" in case of any depot deviation/hold in month.

**(C) Flexibility and cost consciousness**

- (1) It is demanded that in view of the likely changes in plant, machinery and packaging or technology Workmen would render all possible co-operation and achieve productivity and quality targets expected of them at the earliest. In such a case, the plant manager would decide the new outputs and manning and would be final and binding on all Workmen. It is further demanded that all Workmen would co-operate fully to respond to such changes which are likely to become even more frequent.
- (2) It is demanded that depending on exigencies, if directed by the managers/officers, employees will continue with their jobs if the relievers do not turn up.
- (3) It is demanded that over a period of time, the jobs would continue to evolve and full co-operation from all Workmen is expected at all times.
- (4) Faced with challenge to reduce costs, the Company will be making a conscious effort to reduce contract labour. It is demanded that all Workmen will have to co-operate with and implement any change/ /take over any additional work that may arise due to this.
- (5) It is demanded that the relieving shall be done 1 to 5 in place of 1 to 3.
- (6) It is demanded that change over on machines shall be done by operators only.
- (7) The transportation cost is currently being borne by the management. It is demanded that this financial impact shall be shared by employees also to keep the same facility

viable and sustainable and that the management henceforth will be bearing only the fixed component of this facility and the variable cost shall be borne by the employees as is there in all other Hindustan Unilever Limited sites. The functioning of this facility will be the responsibility of the Union and Co-operative Society only.

- (8) It is demanded that the management shall not be held responsible for any delays and stoppages in transport due to any reasons. The onus of reaching on time is entirely on the employees.

**(D) Housekeeping, Safety, Health and Environment:**

It is demanded that:-

- (1) all safety norms prescribed shall be adhered to fully by all Workmen at all times without fail;
- (2) safety being a condition of employment, appropriate disciplinary action shall be taken against all safety violations i.e. minor, serious and cardinal as per the progressive discipline attached;
- (3) Workmen individually and collectively shall be responsible for their own colleagues' and contract Workmen's safety. They shall always be alert and avoid unsafe act and ensure safe working conditions;
- (4) environment being a key area of focus for the company and to bring the attention and focus of everyone in the factory to environment incidents, the environment incidents shall form part of the safety incentive calculation for the month;
- (5) good house keeping being a part of the normal job of any Workmen irrespective of the grade. Pride in the job must be demonstrated by keeping the work area clean. It is demanded that all Workmen shall ensure that their respective area is cleaned and handed over to the next shift as per the specified standard. Employees should also keep the common area like canteen, training centre, welfare block and roads etc. clean and should make an endeavor for the better upkeep of the same.

**(E) Discipline:**

It is demanded that:-

- (1) no use of personal cell phones in the factory. Persons with official cell numbers only shall be allowed to enter at workplace;

- (2) exit gate passes during working hours will be strictly controlled (will be given only in case of medical emergencies). However, it will be considered as half day leave in case it has been taken after 4 hours and full day leave, if it has been taken before 4 hrs. start of shift;
- (3) shift changes will be discouraged. Only under extreme exigencies, it will be allowed and with mutual interchange only, however, it will be management prerogative to allow such changes even then. This mutual interchange has to be there for one complete month amongst these persons. Also, a person cannot ask for shift change in 2 consecutive quarters;
- (4) recreation room usage will be allowed for only those employees who have come earlier on the duty. During shift workings, the use of recreation room is not allowed. This is to ensure that the manning on lines remains on line all the time;
- (5) no Workman will be allowed to work if he/she reports to duty without uniform. If permission is given on management discretion to return on the same duty with uniform, the time taken by the employees will be treated as "No wage" period;
- (6) the system of running handover has to be strictly followed. In case of delay buses, the earlier shift person has to stay back on the line till his reliever has come unless he has been instructed by the shift executive to go. There will not be any overtime for this staying back;
- (7) Code of Business Principles rules of the company should be followed at all times;
- (8) online dewrapping and other activities to be done by the respective Workmen;
- (9) daily report. Checklists inspections to be done as required;
- (10) in case any employee is found sleeping, his full wages for that day/night shall be deducted besides other disciplinary actions.

**(F) Attendance:**

It is demanded that:-

- (1) those employees who have not completed even 240 days of actual attendance in the year 2008 would not receive any benefit from this settlement;
- (2) late arrival to factory shall be as stipulated in Standing Orders i.e. 5 mins. Workmen

reporting later than 5 mins. would not be allowed entry;

- (3) casual leave will not be granted if the employee has failed to get two increments in 5 yrs. of service span;
- (4) minimum attendance of 270 days is required in a year to earn increment as per scale;
- (5) no authorization of earned leave and medical leave (> 1 day) post leave has already been taken;
- (6) incentives to be paid on physically present days. Minimum 22 days' physical attendance required to earn incentives;

**(7) Leave Reduction:**

Considering that loss of manpower is a big problem resulting in low productivity of the factory it is proposed to curtail the number of days of leave.

Leave	Present	Proposed
<i>Privilege Leave</i>	As per Factories Act	As per Factories Act
<i>Sick Leave</i>	3 (Employees State Insurance) 6 (Non-Employees State Insurance)	2 3
Casual Leave	8	4

**(G) Total Productive Maintenance Every Day Great Execution/Skill Development:**

- (1) In the background of tough business scenario and very intense competition, total productive maintenance every day great execution has been identified as a strategic thrust to ensure continued viability. Hence participation in total productive maintenance every day great execution and other continuous improvement activities is a must for all Workmen. It is expected that all Workmen would fully adopt total productive maintenance every day great execution culture and ways of doing things. Skills need to be upgraded to work in total productive maintenance environment. Adherence to the 8 pillars of total productive maintenance would require faster upgradation of skills and knowledge.
- (2) Acquisition of additional skills is necessary to deliver better results. Multi-skilling and multi-tasking is required of all employees and they will whole heartedly participate in any venture to improve their skill. The Workmen

would need to develop their capability to perform all jobs in their dept. and at least three other jobs in other departments.

- (3) Each grade or Workmen needs to have the requisite skills. Due to some reason, it is possible that there are workers in higher grade with lower than required skills. They shall endeavour to acquire relevant knowledge, skills and actually demonstrate it on the job. Skill sets would be identified for each category of Workmen and which would be used for on-the job performance whenever there is need. The company would provide all support to such skill upgradation. Skill acquisition and its demonstration would be key factors in employee development.

**(H) Engineering/other Departments:**

- (1) Electrical departments Workmen are required to upgrade their contribution and performance in the factory by taking up all electrical and instrumentation jobs including the ones currently done by the contractor.
- (2) The fitters must be present in departments assigned to them and also come in shifts if assigned.
- (3) The existing Workmen in the lab would be required to take care of any additional tests that might be required in view of any possible changes in future like new plants, process, new technology, raw materials, new tests being introduced, etc.
- (4) All Workmen in commercial department (Raw Material/Packing Material, stores and dispatch) would work as a common team with responsibility of all aspects of the function amongst themselves and not restrict themselves to one particular area.

**(I) General:**

- (1) The Workmen shall wholeheartedly accept other Workmen who may be transferred from other Factories to our factory and do not object to the wage fitment as deemed fit by management.
- (2) Long term settlement shall be prospective from date of signing and will be for a period of 4 years.
- (3) The pay scales will be frozen at the current levels.

- (2) If the answer to issue No. (1) above is in the negative, then, to what relief the management is entitled?"

By order and in the name of the Governor of Goa.

*D. S. Morajkar*, Under Secretary (Labour).

Porvorim, 6th August, 2012.

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**Notification**

No. 28/1/2012-LAB/391

The following award passed by the Labour Court-II, at Panaji-Goa on 16-05-2012 in reference No. IT/67/07 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*D. S. Morajkar*, Under Secretary (Labour).

Porvorim, 9th July, 2012.

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THE LABOUR COURT-II  
GOVERNMENT OF GOA AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble  
Presiding Officer)

Case No. Ref. IT/67/07

Shri Prashant Natekar,  
Almeida Vaddo, Parra,  
Bardez-Goa.

... Workman/Party I

V/s

M/s. Colfax (India) Pvt. Ltd.,  
Curti, Ponda-Goa.

... Employer/Party II

Party I/Workman represented by Adv. Shri G. B. Kamat.

Party II/Employer represented by Adv. Shri S. M. Singbal.

Panaji, dated: 16-05-2012

**AWARD**

1. In exercise of the powers conferred by clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa by order dated 21-09-2006 bearing No. 28/31/2006-LAB/658 referred the following dispute for adjudication by this Labour Court-II of Goa.

"(1) *Whether the action of the management of M/s. Colfax (India) Private Limited, Curti,*

*Ponda-Goa, in terminating the services of its Workman, Shri Prashant Natekar, Sweeper, with effect from 29-12-2005, is legal and justified?*

(2) *If not, to what relief, the Workman is entitled?"*

2. On receipt of the reference, a case was registered under No. IT/67/07 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Workman/Party I (for short 'Workman'), filed his statement of claim on 30-10-2007 at Exhibit-6. The facts of the case in brief as pleaded by the Workman are that he was employed with the Employer/Party II (for short "Employer") since about last 16 years as a "Sweeper" continuously without any interruption in service till the date of his termination of service on 29-12-2005 with immediate effect.

He stated that the Employer Company had asked him to confirm the name of the signatory of the Salary Certificate dated 07-06-2000 vide its letter dated 12-07-2004. He stated that vide his reply dated 23-05-2005, he denied that he had ever submitted any salary certificate to the Bank of India, Ponda Branch at any time and therefore, submitted that the question of confirming the signatory of the said salary certificate dated 07-06-2000 did not arise. He stated that thereafter he was asked to show cause and explain as to why action should not be taken against him by the Employer Company vide its letter dated 24-05-2005. He denied that the salary certificate dated 07-06-2000 was submitted by him as alleged by the bank vide his reply to the show cause notice as well as charge-sheet under his letter dated 03-06-2005. He stated that though he had signed the bank documents for standing as a surety to one Shri Hemant Kasbekar, in a hurry outside the bank premises at his instance, however he had not submitted his salary certificate to the bank and that he had only given wage slip of the previous month to said Shri Hemant Kasbekar. He stated that since the Employer Company was not satisfied with the reply submitted by him, it has conducted an enquiry in the matter by appointing an Enquiry Officer, Adv. Shri S. N. Joshi. He stated that after conclusion of the enquiry proceedings, the Enquiry Officer submitted the report of the enquiry dated 23-11-2005. He stated that the said Enquiry Officer was pleased to hold him guilty of the charges. He stated that pursuant to the receipt of the enquiry report, the Employer Company terminated his services with immediate effect from 29-12-2005.

3. The Workman challenged the termination of his services in the present reference on the following grounds. He submitted that the enquiry conducted against him was not fair, proper and in consonance with the principles of natural justice. He submitted that the action of the Employer Company requiring him to file his reply with a copy of the same to the Enquiry Officer showed the resolve of the Employer Company to proceed with the enquiry irrespective of the nature of the explanation offered by him which had the effect of vitiating the enquiry proceedings. He submitted that the acts of misconduct allegedly committed by him did not constitute misconduct as per the Certified Standing Orders of the Employer Company in force and as applicable to him. He submitted that he did not commit the alleged misconduct enumerated in the charge-sheet dated 14-06-2005. He submitted that there was absolutely no evidence before the disciplinary authority to allege that he had stood as a surety/guarantor to the third party for the sum of ₹ 40,000/- as alleged in the charge-sheet. He submitted that the Employer Company did not examine the Manager, Bank of India, Ponda Branch who was the material witness to contend that he had stood surety/guarantor to the loan granted to Shri Hemant Kasbekar and had submitted the alleged salary certificate dated 07-06-2000 and therefore the Enquiry Officer ought not to have taken the said salary certificate into consideration which had remained unproved at all the times at the time of giving his findings. He submitted that there is/was no evidence on record to prove that he had submitted the alleged salary certificate dated 07-06-2000 as stated in the charge-sheet dated 14-06-2005. He submitted that the Enquiry Officer erred in giving finding that the delinquent employee forged/fabricated the salary certificate dated 07-06-2000 and thereby exceeded his jurisdiction by holding him guilty of the charge which was not specified in the charge-sheet dated 14-06-2005 and this act of the Enquiry Officer was biased and based upon to hold him guilty of the charges irrespective of the charges levelled in order to please the Company. He submitted that the Enquiry Officer erred in overlooking the fact that none of the Management witnesses had stated that the Workman had forged/fabricated the salary certificate dated 07-06-2000. He submitted that the reasonings adopted by the Enquiry Officer to arrive at the findings are erroneous and the findings of the Enquiry Officer are perverse. He submitted that the findings of the Enquiry Officer holding him guilty of the charges levelled against him are not based on facts and is contrary to the documentary

evidence produced by the Employer Company and hence the Enquiry Officer ought to have disbelieved the case set up by the Employer Company. He submitted that the Enquiry Officer ought to have held that the charges levelled by the Employer Company were doubtful and accordingly the Enquiry Officer ought to have rejected the same instead of accepting the same and holding him guilty of the said charges. He submitted that the disciplinary authority erred in not affording the reasonable opportunity of making representation on the penalty proposed before issuing the order of termination under letter dated 29-12-2005 as required under sub-clause (IX) of clause 9 of the Certified Standing Orders of the Employer Company in force and as were applicable to him which had effect of prejudicing him and vitiating the enquiry. He submitted that after termination of his services as aforesaid he addressed a letter dated 31-12-2005 to the Managing Director of the Employer Company by registered A/D post, demanding for the withdrawal of his termination order dated 29-12-2005 and for his reinstatement in service with full back wages and continuity in service. He stated that the Employer Company replied the said letter by stating that the order of termination dated 29-12-2005 is final and did not call for any change vide their letter dated 03-10-2006. He stated that thereafter he raised an Industrial Dispute before Assistant Labour Commissioner Ponda-Goa vide his letter dated 02-10-2006 in respect of his illegal termination of services which ended in failure as the Employer stuck to its stand. He therefore prayed for declaration that the enquiry conducted against him was not fair and proper and is in breach of principles of natural justice and that findings are perverse. He further prayed that the order of termination dated 29-12-2005 be declared as illegal, unjustified and bad in law and the Employer Company be directed to reinstate him back in services with full back wages and continuity in services.

4. The Employer filed its written statement on 29-11-2007 at Exhibit-8. The Employer controverted the claim of the Workman by stating that the Workman has distorted misrepresented the facts to make out the case and cause of action and that the entire claim is untenable, bad-in-law and liable to be dismissed. The Employer however admitted that it had employed the Workman as a "Sweeper". The Employer stated that the Workman had engaged into criminal offence of very serious nature namely forgery of the certificate by taking away Company's property namely letter head of

the Employer Company. The Employer stated that the Workman is therefore guilty of serious offence of forgery under the Indian Penal Code and the Workman who is engaged in such serious offence cannot be shown any leniency. The Employer Company stated that it has instituted enquiry against the Workman by giving him full opportunity and producing all the documents including the impugned certificate issued to the Bank in the name of the Employer Company. The Employer stated that the Workman had given fair opportunity to cross-examine the witnesses and to prove his case and there was no violation of principles of natural justice. The Employer stated that after completing the enquiry proceedings, the Enquiry Officer Shri S. N. Joshi had given a detailed report the enquiry, giving a clear cut reason and held that the Workman in connivance with Shri Hemant Kasbekar played a fraud on the Employer as also on the Bank of India, Ponda and Workman forged and fabricated the salary certificate dated 07-06-2000 for the purpose of disbursing the loan of ₹ 40,000/- in favour of Shri Hemant Kasbekar. The Employer stated that the Workman has also committed fraud by misusing the letter-head of the Company by forging the signatures and thereby damaging the fair image of the Company. The Employer stated that considering the findings of the Enquiry Officer and considering the fact that the Workman has knowledge in alleged criminal offences which are of serious nature it has decided to terminate the services of the Workman as the action the Workman had the effect of damaging the good reputation of the Company outside the office. The Employer submitted that it is apparent from the clear findings of the Enquiry Officer who has taken detailed evidence that the enquiry was conducted in due compliance of principles of natural justice and there is no breach of law or any unfair practice on the part of Company. The Employer submitted that the findings of the Enquiry Officer are duly supported by legal reasons and no fault could be found with the same. The Employer submitted that the findings are based on clear documentary evidence proving the guilt of the Workman. The Employer submitted the deposition of the witnesses has not been shattered in the cross-examination and the charges have been duly proved beyond any doubt after giving full opportunity to the Workman. The Employer submitted that the termination of the services of the Workman is therefore proper and valid and the Workman is not entitled to challenge the same on ground stated in the claim statement. The Employee denied that there has been illegal termination of the services of the Workman on any of the grounds as stated by Workman in his claim statement.

5. Thereafter, the Workman filed his re-joinder on 31-12-2007 at Exhibit-9. The Workman by way of his re-joinder reiterates and confirms all the submissions and averments made by him in his claim statement to be true and correct and denies the statements and averments made by the Employer in its written statement which are contrary and inconsistent with the statements and averments made by him.

6. Based on the pleadings of the respective parties filed in the present proceedings, this Hon'ble Court framed the following issues on 29-01-2008 at Exhibit-10.

1. *Does the Party I prove that the Departmental Enquiry held against him is not fair and proper?*
2. *Does the Party I prove that the findings recorded by the Enquiry Officer are erroneous and perverse?*
3. *If the departmental enquiry held against the Party I is proved to be not fair and proper, does the Party II proves the Party I is guilty of forging and fabricating salary certificate dated 07-06-2000 and of misusing its letter head?*
4. *Whether the action of the Party I in terminating the services of Party I w.e.f. 19-12-2005 is legal and justified?*
5. *To what relief the Party I/Workman is entitled?*
6. *What Award?*

7. My answers to the aforesaid issues are as under:

Issue No. 1	In the Negative.
Issue No. 2	In the Affirmative.
Issue No. 3	Does not arise.
Issue No. 4	In the Negative.
Issue Nos. 5 & 6	As per final order.

#### REASONS

*Issue Nos. 1 & 2:*

8. This Court disposed off the issue Nos. 1 & 2 vide its order passed in the Interim Award dated 16-02-2010 and came to a conclusion that the procedure adopted in the inquiry held against the Workman is fair and proper, however the findings recorded by the Enquiry Officer are perverse and not based acceptable evidence to the satisfaction of this Court and hence the said report of the enquiry dated 23-11-2005 submitted by the Ld. Enquiry Officer, Shri S. N. Joshi is quashed as set aside.

*Issue No. 3:*

9. This Court vide its order passed in the Interim Award dated 16-02-2010 disposed off the issue Nos. 1 & 2 and came to a conclusion that the procedure adopted at the inquiry held against the Workman is fair and proper and hence the question of proving the alleged act of forging and fabricating the salary certificate dated 07-06-2000 and misusing the letter head of the Employer by the Workman, does not arise.

10. Even otherwise, the allegations made against the Workman vide charge-sheet dated 14-06-2005 are that without permission of the Management, he stood as a guarantor for a loan of ₹ 40,000/- to be obtained by a third party from Bank of India, Ponda Branch, wherein he had submitted to the bank a forged salary certificate containing a bogus signature as also designation of the Asstt. Personnel Manager, which was not in existence in the Employer Company as on the date the certificate dated 07-06-2000. Thus, the allegation made against the Workman in the charge-sheet dated 14-06-2005 issued to him and which was the root cause of termination of services of the Workman, was submission of the forged salary certificate containing bogus signature as well as designation of Asstt. Personnel Manager which was not in existence at the relevant time. The Employer, however for the first time in its written statement filed in the present proceedings alleged that the Workman forged and fabricated the said Salary Certificate dated 07-06-2000 by misusing its letter head, which was not alleged in the said charge-sheet dated 14-06-2005 issued to the Workman. Hence the said defence taken by the Employer Company appears to be an afterthought, since the Employer has not even bothered to amend the charge-sheet dated 14-06-2005 issued to the Workman. The said allegations are grave and serious in nature. It is submitted that the alleged acts of submission of forged salary certificate is totally different then forging and fabricating the salary certificate by misusing the letter head of the Employer Company. The latter allegation indicates that the person concerned against whom such allegations are made, must have involved in actual commission of the said Act of forgery as well as misuse of letter head of the company, while the former acts may not involve the actual commission of the said acts of forgery by misusing the letter head of the company. Even otherwise the Employer Company was permitted to lead evidence against the Workman in relation to the allegation made in the written statement filed to the present proceedings.

The Employer Company however failed to prove the said allegation of forging and fabricating the said salary certificate dated 07-06-2000 by misusing its letter head. The issue No. 3 is therefore answered accordingly.

Issue No. 4:

11. It is the Employer who has terminated the services of the Workman w.e.f. 19-12-2005 by contending that it has terminated the services of the Workman on the basis of proved misconduct on his part by appointing an Enquiry Officer, Shri S. N. Joshi, an advocate. This Court vide its order passed in the Interim Award dated 16-02-2010 disposed off the issue Nos. 1 & 2 and came to the conclusion and held that the findings recorded by the Employer Officer are perverse and not based on acceptable evidence to the satisfaction of this Court and hence the said report of the Enquiry dated 23-11-2005 submitted by the Ld. Enquiry Officer, Shri S. N. Joshi is quashed and set aside. The Employer however, subsequently sought permission of the Court to prove the charges of misconduct levelled against the Workman vide charge-sheet dated 14-06-2005 by holding an enquiry on the floor of this Labour Court-II by examining the suitable witnesses and consequently to prove the legality and justifiability of its action in terminating the services of Workman w.e.f. 19-12-2005. Thus, the burden to prove the charges of misconduct is on the Employer.

I have carefully perused the records of the present case. I have also considered the various written submissions made by the Ld. Advocates for the respective parties.

12. Ld. Adv. Shri S. Singbal representing the Employer Company in his synopsis of written arguments filed in the present proceedings submitted that *"It is well settled principal of law that yardstick and standard of proof in a criminal case is different from the one in disciplinary proceedings. While the standard of proof in a criminal case is proof beyond all reasonable doubt, the standard of proof in a departmental proceedings is preponderance of probabilities and relied upon three decisions of Hon'ble Supreme Court of India"* (1) In the case of **West Bokaro Colliery (Tisco Ltd.) v/s Ram Pravesh Singh** reported in (2008) 3 SCC 729 (2) in the case of **Union of India v/s Sardar Bahadur** reported in 1972 (4) SCC 618 and (3) In the case of **U. P. SRTC v/s Mitthu Singh** reported in 2006 (7) SCC 180. I have carefully perused the aforesaid decisions of Hon'ble Apex Court relied upon by Ld Adv. S. Singbal appearing for the Employer Company. The principal laid down

by the Hon'ble Supreme Court of India in its aforesaid decisions is well settled and there is no dispute about the same.

13. Ld. Adv. G. B. Kamat representing the Workman in his synopsis of written argument submitted that the charges levelled against the Workman have to be proved by reliable and admissible evidence and not on the basis of surmises and conjectures and relied upon a decision of Hon'ble High Court of Bombay in the case of **Maharashtra State Road Transport Corporation v/s Shaikh Rehman Shaikh Karim** reported in 2009 (6) ALL MR 260. I have carefully perused the aforesaid decision of Hon'ble High Court of Bombay relied upon by the Workman. The principal laid down by the Hon'ble High Court of Bombay in its aforesaid decision is well recognized.

14. Admittedly, the Workman was charge-sheeted by the Employer vide its charge-sheet dated 14-06-2005 and was charged as under:

"Without permission of the Management, you stood as a guarantor for a loan of ₹ 40,000/- (Rupees forty thousand only) to be obtained by a third party from Bank of India, Ponda Branch, wherein you submitted to the Bank a forged salary certificate containing a bogus signature as also the designation of Assistant Personnel Manager, which was not in existence in our company as on the date, the certificate dated 07-06-2000 was issued.

As such, you committed a serious misconduct of fraud and dishonesty in connection with the Employer's business or property inside or outside the establishment in terms of sub-clause "IV" of Clause 27 under the heading "Act of misconduct".

15. To prove the aforesaid charge against the Workman, the Employer has examined its Manager, Personnel Shri Pandurang Mandrekar, Shri Sadashiv R. Kadam, Branch Manager, Bank of India, Ponda Branch and Shri J. Baalu, the then Asstt. Manager, Personnel of the Employer. On the contrary, the Workman examined himself as his sole witness.

16. The Workman vide his reply to the charge-sheet dated 14-06-2005 issued to him stated that he had stood as a guarantor to one Shri Hemant Kasbekar for a loan of ₹ 40,000/- obtained from Bank of India, Ponda Branch and also signed the Bank documents in a hurry outside the bank premises, however he had not submitted any salary certificate to the bank. The Workman in his oral evidence on record clearly admitted that he had stood as a 'Guarantor' for a loan of ₹ 40,000/- (Rupees forty thousand only) to be obtained by Shri Hemant Kasbekar from Bank of India, Ponda Branch.

17. The Employer's first witness and Manager (Personnel) Shri Pandurang Mandrekar in his Affidavit-in-Evidence deposed that the alleged salary certificate dated 07-06-2005 was not issued from its Office and the signature was not of their personnel, which was confirmed by him vide his letter dated 12-07-2004 addressed to the Manager, Bank of India, Ponda. He also deposed that he had visited the said Branch of Bank of India and after checking the certificate, he found that the same was not issued by the Employer's authorized officials and was a forged document. He deposed that he had verified the original certificate with the bank and found that the said certificate was forged. He deposed that in the month of June, 2000 there was no post of Asstt. Manager, Personnel in the Company. He deposed that the Workman has committed a serious misconduct of fraud and dishonesty with the Employer by having submitted a forged salary certificate to the bank on the stolen letter head of the company. In his cross-examination he admits that he has not stated in his affidavit filed before the Enquiry Officer that he had verified the original certificate with the Bank of India, Ponda Branch and found that the said certificate was forged. He also admits that in the charge-sheet dated 14-06-2005 issued to the Workman by the Employer, there was no specific charge of misconduct of theft or stolen of letter head of the Employer.

18. The Employer's second witness Shri Sadashiv R. Kadam, the Branch Manager, Bank of India, Ponda branch in his examination-in-chief deposed that he is working as a 'Branch Manager', Bank of India, Ponda branch since 27-04-2009 on his transfer from Bangalore. He deposed that in the year 2000, the Bank of India, Ponda branch had sanctioned a loan of ₹ 40,000/- to one Mr. Hemant Kasbekar, a proprietor of M/s. Sam Electronics, Ponda-Goa and had signed an agreement of hypothecation of certain goods such as computers and accessories. He deposed that the said loan was sanctioned to the said Mr. Hemant Kasbekar on furnishing a guarantor by name Shri Prashant Natekar i.e. the Workman who had signed the guarantee slip form on 28-06-2000 and also furnished his salary certificate dated 07-06-2000 issued by the Employer. He deposed that the guarantorship of the Workman was accepted by the Bank on the strength of the salary certificate issued by the Employer. In his cross-examination, he deposed that at the relevant time one Mr. Dhuri was the Branch Manager, Bank of India, Ponda branch. He admits that he does not know as to who had submitted the said salary certificate at Exb. E/6 at the relevant time to the

bank either by the borrower or by the Workman. He deposed that from the salary certificate dated 07-06-2000, it does not recollect as to when it was received by the bank. He also deposed that the said guarantorship form signed by the Workman nowhere mentioned about the submission of the said Salary Certificate dated 07-06-2000. He deposed that he cannot tell anything about the signing of the documents in the present case as to where it was signed. Thus after taking into consideration the entire deposition of the Employer's said witness Shri Sadashiv Kadam, it appears that neither he was aware as to who had submitted the said salary certificate dated 07-06-2000 nor could prove from the documents produced through him on record that the Workman had submitted the said salary certificate dated 07-06-2000 at the time of signing the guarantorship form or at any other time.

19. The Employer's third witness Shri J. Baalu in his examination-in-chief deposed that he was designated as an Asstt. Manager-(Personnel) since 1996 till 1998. He deposed that he left the services of the Employer Company in the year 1998 for better prospects. He deposed that he is not the signatory of the said Salary Certificate dated 07-06-2000 nor familiar with the said signature appearing on the said certificate. He deposed that during his tenure as Asstt. Manager (Personnel) with the Employer Company the letter heads were being kept in the HR Department under lock, but there may be possibility that it might have been without locking. In his cross-examination he admits that when the alleged certificate dated 07-06-2000 was issued, he was not in the employment of the Employer Company. He deposed that he is not aware as to whether the said Salary Certificate dated 07-06-2000 was issued or not by the Employer as at the relevant time he was not in the employment of the Employer Company. Thus the deposition of the Employer's said witness Shri J. Baalu does not help in any way in proving the allegations levelled against the Workman vide charge-sheet dated 14-06-2005.

20. On the contrary it appears from the Workman's evidence on record that he has consistently remained firm on his stand that he had not submitted any salary certificate dated 07-06-2000 to the Bank of India, Ponda branch while acting as a guarantor to the loan of ₹ 40,000/- obtained by Shri Hemant Kasbekar.

21. Thus, the evidence on record indicates that the Workman had stood as a 'Guarantor' for the loan of ₹ 40,000/- to one Shri Hemant Kasbekar

from the Bank of India, Ponda Branch. The evidence on record further indicates that the Workman had stood as a 'Guarantor' to the aforesaid loan obtained by Shri Hemant Kasbekar from the Bank of India, Ponda Branch without obtaining any permission from the management of the Employer Company. The Workman has however in his reply dated 23-05-2005 to the letter of the Employer dated 12-07-2004 alleging that he has not submitted any Salary Certificate to the bank and hence the question of confirming the name of the said signatory does not arise. It was therefore incumbent upon the Employer to prove that the said Salary Certificate dated 07-06-2000 was submitted by the Workman at the time of signing the said guarantorship form. The Employer has however failed to examine the Branch Manager, Bank of India, Ponda Branch or Shri Hemant Kasbekar before whom the Workman had signed the said guarantorship form and also disbursed the said loan to Shri Hemant Kasbekar. The Employer also failed to examine any expert witness to prove that the said Salary Certificate is a forged document. The oral as well as documentary evidence adduced by the Employer on record does not prove the fact that it is the Workman who has submitted the said forged Salary Certificate dated 07-06-2000 to the bank. Thus the statement of the Employer's first witness Shri Pandurang Mandrekar that the Workman has committed a serious misconduct of fraud and dishonesty with the Employer by having submitted a forged Salary Certificate to the bank on the stolen letter head of the company, is therefore without any basis and hence cannot be accepted. Thus, the Employer has failed to prove that the Workman had submitted to the Bank of India, Ponda branch, a forged Salary Certificate dated 07-06-2000 at Exb. E/6 containing a bogus signature, while standing a guarantor to a loan of ₹ 40,000/- (Rupees forty thousand only) to be obtained by a third party.

22. Even otherwise the evidence on record indicates that the Workman was working as 'Sweeper' since about 15-16 years with the Employer Company having an educational qualification of Std. V in Marathi medium and only a English subject in Std. V. Thus, taking into consideration, the educational qualification, his mode of signature and the computerized Salary Certificate dated 07-06-2000 at Exb. E/6 in English language, it will be totally difficult for the Workman to prepare/forged the said Salary Certificate dated 07-06-2000. Hence it is held that the Employer also failed to prove that the

Workman had forged the said Salary Certificate dated 07-06-2000 at Exb. E/6. Admittedly, the loan of ₹ 40,000/- was obtained by the third party i.e. one Shri Hemant Kasbekar from the Bank of India, Ponda Branch for purchasing of computers with accessories in his establishment namely, M/s. Sam Electronics, Ponda-Goa, Thus, the said loan was beneficial to the third party namely, Shri Hemant Kasbekar and not to the Workman. Hence, a logical conclusion could be drawn that it is the principal borrower who must have indulged in forging the said certificate and not the Workman.

The Workman in his synopsis of written arguments relied upon the following decision:

23. In the case of **State Bank of India, New Delhi v/s J. R. Surma and Anr.** reported in **2003 LAB IC 2190** wherein the Hon'ble High Court of Delhi has held that *"it was submitted that even otherwise, the Workman was guilty of the misconduct alleged. I do not think that this conclusion can straightway flow from the material on record. The entire basis of the allegation against the Workman was one of forgery. This could have been proved only if the Workman admitted the forgery alleged or it was proved by a handwriting expert. Admittedly, there was no confession made by the Workman and no handwriting expert was produced to prove the forgery. Therefore, I failed to see how the guilt of the Workman was established. It is not as if there was some evidence to prove the guilt of the Workman in fact there was no evidence to this effect"*.

24. The principal laid down by the Hon'ble High Court of Delhi is applicable to the present case. Applying the law laid down by the Hon'ble High Court of Delhi in its aforesaid decision, in the case in hand neither the Employer has examined any handwriting expert to prove that the said Salary Certificate dated 07-06-2000 was forged by the Workman nor the Workman has confessed or admitted about the forging of the said salary certificate. In the circumstances, the Employer failed to prove that the Salary Certificate dated 07-06-2000 has been forged by the Workman.

25. In the case of **Punikem Textiles (P) Ltd. v/s Samidha Sanjay Munj** reported in **2007 (114) FLR 598** wherein the Hon'ble High Court of Bombay has held that *"witness who was examined on behalf of the Petitioner Company namely one of its Directors whose signature was allegedly forged, does not make a statement on oath that the signature on the said certificate is forged or that he did not sign the said certificate. In the absence of categorical statement by the Director*

*that signature which is found on the said certificate, does not belong to him. In my view adverse inference would be drawn in respect of its testimony that the Respondent had forged the certificate". The facts of the aforesaid case is totally different then the case in hand, hence the principal laid down by the Hon'ble High Court of Bombay in its aforesaid decision is not applicable to the present case.*

26. Thus, the Employer Company failed to prove the charge of misconduct levelled against the Workman vide charge-sheet dated 14-06-2005 in the disciplinary proceedings held before the Enquiry Officer, Shri S. N. Joshi and also on the floor of this Court. The Employer, having failed to prove the charges of misconduct levelled against the Workman vide charge-sheet dated 14-06-2005, also failed to prove the legality and justifiability of its subsequent action in terminating the services of the Workman w.e.f. 29-12-2005. The action of the Employer Company in terminating the services of the Workman is therefore illegal and unjustified. The issue No. 4 is therefore answered in the negative.

*Issue No. 5:*

27. While deciding the issued No. 4 herein-above, I have discussed and came to the conclusion that the action of the Employer Company in terminating the services of the Workman w.e.f. 19-12-2005 is illegal and unjustified.

It is well settled principles of industrial jurisprudence that even if the order of termination issued by the Employer is declared as illegal and unjustified, the relief of reinstatement with full back wages and continuity in services is not automatic.

28. In the case in hand admittedly the allegations levelled against the Workman was submission of forged Salary Certificate while acting as a guarantor to the loan of ₹ 40,000/- to be obtained by the third party without permission of the management and there is/was no specific charge of theft of letter head, misuse of its letterhead and forgery etc. against the Workman. The Employer Company has failed to prove the said charges of misconduct levelled against the Workman vide charge-sheet dated 14-06-2005. The evidence on record indicates that the Workman was in the employment of the Employer Company as a 'Sweeper' in Class IV category continuously

for about 16 years without any interruption in service till the date of the termination of his service. The evidence on record indicates that besides the aforesaid alleged misconduct, the Employer has failed to produce on record any other misconduct on the part of the Workman. The Workman has failed to plead in his pleadings or even in his demand letter that he is gainfully unemployed since after the termination of his services. The Workman however in his Affidavit-in-Evidence filed in the present proceeding deposed that he is unemployed. The evidence on record indicates that the Employer Company vide its letter dated 31-05-2011 (Exhibit-E/7-Colly) informed the Inspector, the Inspectorate of Factories and Boilers, Altinho, Panaji-Goa about the temporary suspension of activities in its factories and has returned the factories license. Thus, the reinstatement of the Workman in the employment of the Employer cannot be granted as there is no work available with the Employer Company. Taking into consideration the nature and length of service of the Workman in the Employer Company, age and qualification of the Workman and nature of allegations levelled against the Workman, in my considered view a lumpsum compensation of ₹ 2,00,000/- (Rupees two lakhs only) will meet the ends of justice.

In view of the above discussions and with regards to the facts and circumstances of the case I proceed to pass the following Order:

#### ORDER

1. It is held that the action of the Management of M/s. Colfax (India) Private Limited, Curti, Ponda-Goa, in terminating the services of its Workman, Shri Prashant Natekar, Sweeper, with effect from 29-12-2005, is illegal and unjustified.
2. The Management of M/s. Colfax (India) Private Limited, Curti, Ponda-Goa is hereby directed to pay the Workman, Shri Prashant Natekar, as sum of ₹ 2,00,000/- (Rupees two lakhs only) with immediate effect.
3. No order to costs.
4. Inform the Government accordingly.

Sd/-  
(Suresh N. Narulkar),  
Presiding Officer,  
Labour Court-II.

**Notification**

No. 28/1/2012-LAB/390

The following award passed by the Industrial Tribunal-cum-Labour Court, at Panaji-Goa on 30-06-2009 in reference No. IT/83/02 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*D. S. Morajkar*, Under Secretary (Labour).

Porvorim, 9th July, 2012.

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IN THE INDUSTRIAL TRIBUNAL-CUM-  
-LABOUR COURT  
AT PANAJI-GOA

(Before Smt. Anuja Prabhudessai, Hon'ble  
Presiding Officer)

Ref. No. IT/83/02

Workmen,  
Rep. by the  
All General Employees  
Union, P. O. 90,  
Vasco-da-Gama, Goa.  
V/s

... Workmen/Party I

M/s. Vita Industries  
Kakoda Industrial Estate,  
Curchorem, Goa.

... Employer/Party II

Workmen/Party I represented by Adv. Shri T. Pereira.  
Employer/Party II absent.

**AWARD Part-I**

(Passed on this 30th day of June, 2009)

1. This order shall dispose of the application for interim relief at Exb. 6.

2. The brief facts necessary to decide this application are as under:

The workers represented by the Party I union are the employees of the Party II. The Party I union and the Party II employer have signed several settlements in respect of the wages and other service conditions of the workmen. The last such agreement was dated 22-8-97. This agreement was for the period from 1-4-1997 to 31-3-2000. The Party I union by notice dated 22-2-2000 notified termination of the said agreement with a view to submit a fresh charter of demands. By notice dated 27-3-2000, served a fresh charter of demand on the Party II employer. The Party I union has

claimed that instead of negotiating the fresh charter of demand, the employer froze the wages of the workers as on 31-3-2000, without even granting further increment on the existing scale. The matter was taken up in conciliation. The conciliation proceedings ended in failure and on receipt of the failure report the Government of Goa has referred the dispute to this Tribunal to adjudicate upon the legality and justifiability of the demands raised by the Party I union. The Party I union has claimed that the demands are legal and justified. The Party I union has stated that the financial implications of the demands are within the reach of Party II employer. The Party I union has also filed an application for interim relief wherein the Party I union has stated that pending the reference the Party II employer is liable to pay annual increment to the workmen on the rolls as on 31-3-2000 w.e.f. 1-4-2000 and on 1st April of every subsequent year thereafter.

3. The Party II has filed its written statement at Exb.7 wherein it has stated that it is unable to meet the demands raised by the Party I union. The Party II employer further claimed that the production has gone down tremendously and that the demands raised by the Party I Union are not reasonable and justified. In reply to the application for interim relief, the Party II employer has stated that it is not in position to pay even the legal dues to their Workmen. The Party II employer has further stated that the settlement was in force for a particular period and that there was no lapse on their part during the validity period of the agreement. The Party II employer has claimed that the Workmen are not entitled for any interim reliefs.

4. Learned advocate Shri T. Pereira has argued on behalf of the Party I Union. The Party II employer has not advanced any arguments despite opportunity given. I have perused the records and considered the arguments advanced by the respective parties.

5. At the outset, it may be mentioned that the Party II industry is stated to have been closed w.e.f. 31-3-2004 and the Party I has restricted its claim for interim relief till the date of closure. Hence, the question which falls for my determination is whether the Party I workers are entitled for interim relief till 31-3-2004. The answer to which in my considered view is nothing but in the affirmative for the following reasons:

6. It is not in dispute that the Party I workers were the employees of the Party II employer. The Party I union had entered into several settlements with Party II employer. The last settlement was dated 22-8-97. This settlement was for a period

from 1-4-1997 till 31-3-2000. It is not in dispute that on the expiry of the said settlement, the Party II employer froze the wages payable to the workers at the rate payable on 31-3-2000. The question which needs to be considered is whether the Party II employer was entitled to freeze the wages on the expiry of the settlement period without entering into a fresh settlement or without modifying the terms of the earlier settlement. In this regard it may be mentioned that in the case of *Fabril Gasosa V/s Labour Commissioner & ors. rep. in 1997(3) SCC 150*, the Apex Court has held that the expiry of the period of a time bound settlement does not affect the enforcement of the binding obligations flowing from the earlier settlement till substituted by a fresh settlement. It is held that the obligations flowing from the earlier settlement would continue to remain in force, though as a contract and not as a binding settlement. In the case of *Christine Hoden (1) Pvt. Ltd., V/s State of Goa & others rep. in 2001 (4) Bom. C.R. 301* the Bombay High Court has reiterated the settlement continues to operate even after its period is over and till a new settlement or a statutory contract having force of award takes place.

7. Reverting to the facts of the present case it is not in dispute that even after the expiry of settlement dated 22-8-97 no new settlement was entered into and no fresh conditions of service were created by an award. It therefore follows that the settlement dated 22-8-97 continues to be binding even after the period of this settlement had come to an end. Hence, until the terms of previous settlement were modified either by a fresh settlement or an award, the Party I employer could not have unilaterally withheld the benefits which the workers were entitled to under the settlement dated 22-8-97. Hence the action of the Party II employer in freezing the wages of the workers is illegal and void.

8. A perusal of the settlement dated 22-8-97 indicates that there was an agreement between the parties as regards the pay scales for four grades, as shown in the settlement. So also, on payment of corresponding dearness allowance of 20%. Hence notwithstanding the expiry of the settlement period the Party II employer is bound to grant annual increment and corresponding 20% D.A. to each of the Workman on the roll as on 30-3-2000 w.e.f 1-4-2000 till 1-4-2003.

9. The Party I union has filed a chart, being Annexure A to the application at Exb. 6, wherein the applicant has specified the names of the Workmen, the grade of the individual Workman, basic pay as on 31-3-2000 and fixed D.A. (20% of Basic Pay). The total monthly wages of each

workman as on 31-3-2000 are shown in Column 6 of Annexure A. The said chart also shows the increments and the fixed D.A. payable to the Workmen and the total monthly wages payable to the Workmen from 1-4-2000 till 1-4-2004. The Workmen have not been paid increments and D.A. from 1-4-2000 till 1-4-2004, but during this period the Workmen have been paid fixed salary which was payable to them as on 1-3-2000. As stated earlier, the Workmen are entitled for increment and D.A. as stipulated in the settlement dated 22-8-97. Since the workers have not been paid the same, they are entitled for difference in salary paid to them from 1-4-2000 to 1-4-2004 and the salary payable to them during this period. Since the chart at Annexure A does not show the said difference, which in fact is the amount payable to the Workmen, the Party I was directed to place on record a chart/statement showing the difference between amount paid and the amount payable to the Workmen from 1-4-2000 to 1-4-2004. The Party I has placed on record the said chart/statement which is at Exb. 17. The column 7 of the said chart/statement shows the amount payable to each of the workmen. The Party II is therefore directed to pay to each of the Workmen, the amount shown in column 7 of the chart/statement at Exb.17 which is as under:

Sr. No.	Name	Amount
1.	Dwarkanath Korgaonkar	9,576/-
2.	Shivanand R. Kanekar	9,360/-
3.	Constancio Fernandes	8,856/-
4.	Shankar Mishal	4,320/-
5.	Lavu Mandrekar	7,272/-
6.	Kashinath Naik	7,200/-
7.	Shobha Shirodkar	6,480/-
8.	Thomasinha D'Souza	6,192/-
9.	Vishranti Gaonkar	6,192/-
10.	Rosy Fernandes	6,192/-
11.	Prashila Naik	6,192/-
12.	Manorama Naik	3,033/-
13.	Kavita Naik	1,848/-
14.	Deepa Desai	16,344/-
15.	Jayshree Bhat	16,344/-
16.	Anjani Naik	16,344/-
17.	Sulbha Naik	15,984/-
18.	Tanuja Tari	15,048/-
Grand Total		1,62,777/-

Inform the Government accordingly.

Sd/-  
(A. Prabhudessai),  
Presiding Officer,  
Industrial Tribunal  
Labour Court

## Department of Official Language and Public Grievances

Directorate of Official Language

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### Addendum

No. 8/9/2011/DOL/Scheme-corrig/814

Read: 1) Order No. 8/9/2011/DOL/Scheme-corrig/518 dated 18th June, 2012.

In partial modification to the order referred above, in para 2 the following clause shall be added....

"iv) The tenure of the Committee shall be for the period of one year, i.e. upto 31st March, 2013".

By order and in the name of the Governor of Goa.

Dr. Prakash Vazrikar, Director & ex officio Joint Secretary (Official Language).

Panaji, 17th August, 2012.

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## Department of Personnel

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### Order

File No. 6/4/2008-PER

The ad hoc appointment of the following officers in Senior Scale of Goa Civil Service, is extended further for the period indicated against their names or till the appointment is made on regular basis, whichever is earlier:

Sr. No.	Name of Officer	Ad hoc appointment extended upto
1.	Shri Derrick P. Neto	20-03-2012 to 19-03-2013.
2.	Shri Dipak S. Dessai	20-03-2012 to 19-03-2013.

This is issued with the approval of GPSC conveyed vide their letter No. COM/II/11/42(3)/2012/731 dated 17-07-2012.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 10th August, 2012.

### Order

File No. 6/13/2009-PER

Shri Nikhil Dessai, Managing Director, Goa Tourism Development Corporation Ltd., shall hold charge of the post of Director of Tourism, in addition to his own duties, with immediate effect and until further orders, thereby relieving Shri Mathew Samuel, IAS, Secretary (Tourism), of the charge.

Shri N. D. Agrawal, Collector (South) shall hold charge of the post of State Liaison Officer for Dabolim Airport, in addition to his own duties, with immediate effect and until further orders, thereby relieving Shri R. Mihir Vardhan, Collector & District Magistrate, North-Goa, of the additional charge.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 16th August, 2012.

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### Corrigendum

File No. 15/6/2003-PER(Part)

Read: (1) Order No. 15/6/2003-PER(Part) dated 30-05-2012.

(2) Corrigendum No. 15/6/2003-PER(Part) dated 31-05-2012.

The name of "Shri Laximikant Kurtikar" appearing at Sr. No. 1 of first para of the Order read at (1) above, shall be corrected to read as "Shri Laxmikant B. Kuttikar."

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 16th August, 2012.

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## Department of Public Health

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### Order

No. 44/25/2011-I/PHD

Government is pleased to accept the resignation tendered vide letter dated 01-06-2012 by Dr. Pascoal D'Souza, Medical Officer (on contract basis) at North District Hospital, Mapusa w.e.f. 30-06-2012.

He stands relieved from the post w.e.f. the same date i.e. 30-06-2012 (a.n.).

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).  
Porvorim, 14th August, 2012.

#### Order

No. 32/1/2001-I/PHD-Part

Government is pleased to promote Smt. Manasvi M. Vadiakar, Staff Nurse to the post of Clinical Instructor (Group 'B' Non-Gazetted) in the Institute of Nursing Education under the Directorate of Health Services on ad hoc basis in the pay scale of ₹ 9,300-34,800+Grade Pay ₹ 4,200/- for an initial period of one year or till the post is filled on regular basis, whichever is earlier.

Her pay shall be fixed as per rules.

The above ad hoc promotion not bestow any claim for regular appointment and service rendered on ad hoc basis in the grade of Clinical Instructor shall not be counted for the purpose of seniority in the grade for eligibility for promotion to the next higher grade, if any.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).

Porvorim, 7th August, 2012.

#### Department of Revenue

#### Notification

No. 23/10/2011-RD

Whereas by Government Notification No. 23/10/2011-RD dated 26-04-2011 published on Series II No. 5 of the Official Gazette, dated 05-05-2011 and in two local newspapers (1) "Sunaparant" dated 30-04-2011 (2) "Herald" dated 13-04-2011, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land specified in the Schedule appended to the said Notification was likely to be needed for the public purpose viz. Land Acquisition for widening of the

road at Handem Batora at Village Curtorim of Salcete Taluka.

And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of Section 5-A the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

Now, therefore, the Government hereby declares, under Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also appoints, under clause (c) of Section 3 of the said Act, the Deputy Collector (Rev), South Goa, Margao-Goa, to perform the functions of a Collector, for all proceedings hereinafter to be taken in respect of the said land, and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the said the Deputy Collector (Rev), South Goa, Margao-Goa, till the award is made under Section 11.

#### SCHEDULE

(Description of the said land)

Taluka: Salcete		Village: Curtorim
Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
237/9 P O:	1. Manuel Salvador Menezes. 2. Maria Menezes.	34
237/10 P O:	Caetano Barreto.	18
237/11 P O:	Ermelinda Almeida e Goes.	8
237/12 P O:	Fidelina Ancesacao Dias Gonsalves.	31
236/2 P O:	1. Emiliano Antonio do Sagrado Coracao de Jesus D'Cruz. 2. Antonio Augusto do Jesus Faustino D'Cruz. 3. Agostino Francisco Xavier Joao D'Cruz.	70

1	2	3
238/2 P O:	1. Manuel Salvador Menezes. 2. Maria Menezes.	23
238/3 P O:	Caetano Barreto.	32
238/7 P O:	Filip Rodrigues.	37
238/12 P O:	Maria Esperanca Fernandes.	21
238/13 P O:	Ancesao Fernandes.	60
238/4 P O:	Jose Fernandes.	28
238/5 P O:	Avelina Fernandes.	19
238/6 P O:	Clemente Goes.	15

*Boundaries :*

North : S. No. 237/9, 10, 11, 12,  
S. No. 238/4, 9, 10, 11.

South : S. No. 238/1, 2, 3, 7, 12,  
13, 4, 5, 6.

East : S. No. 236/2, 238/1.

West : Road, S. No. 238/6, 7, 3,  
1 & Road.

Total: 396

By order and in the name of the Governor  
of Goa.

Anju S. Kerkar, Under Secretary (Rev-I/Link).

Porvorim, 21st August, 2012.

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**Department of Water Resources**  
Office of the Chief Engineer

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**Order**

No. 74-1-82/CE-WR/Adm.II/575

Read: This Office orders:-

- 1) No. 22-1-81/CE-WR/Adm.II/433 dated 15-07-2010.
- 2) No. 22-1-81/CE-WR/Adm.II/584 dated 19-8-2011 and
- 3) No. 25-7-95/CE-WR/Adm.II/128 dated 8-5-2012.

Government is pleased to order transfer/  
/repatriation of following Executive Engineer/  
/Surveyor of Works, working in Water Resources  
Department/Goa Tillari Irrigation Development

Corporation, to the offices mentioned against their  
names, in public interest.

Sr. No.	Name & designation	Office where presently working	Posted on transfer/ /repatriation/ /deputation
1	2	3	4
1.	Shri K. V. N. Reddy, Executive Engineer	Works Div. XIV, WRD, Gogal-Margao	Circle Office II, GTIDC, Karaswada, on deputation.
2.	Shri Ashok Kamatar, Executive Engineer	Works Div. VIII, GTIDC, Karaswada on deputation	Circle I, WRD, Panaji as Surveyor of Works in the existing vacancy.
3.	Shri B. V. Pujari, Executive Engineer	Soil Conservation Division, Directorate of Agriculture, Panaji on deputation	Works Div. XIII, WRD, Gogal-Margao in the existing vacancy.
4.	Shri P. B. Akki, Surveyor of Works	Circle II, GTIDC, Karaswada, Bardez, Goa on deputation	Soil Conservation, Division, Directorate of Agriculture, Panaji on deputation.

The deputation of the Officers at Sr. Nos. 1 & 4 in Goa Tillari Irrigation Development Corporation and in Soil Conservation Division under Directorate of Agriculture, Tonca, Caranzalem, is initially for a period upto 31-3-2013 and for one year respectively and it shall be governed as per the standard terms and conditions stipulated in the Office Memorandum No. 13-4-74-PER dated 12-2-1999 from the Department of Personnel, Secretariat, Porvorim and as amended from time to time.

No deputation allowances shall be admissible to the Officer at Sr. No. 1 above, in view of sub-section (5) of Section 16 of the Goa Tillari Irrigation Development Corporation Act, 1999. However, G.T.I.D.C. shall be liable to pay the salary and other allowances to the above Officer from their funds as per the sub-section (6) of Section (16) of the aforesaid Act.

The Goa Tillari Irrigation Development Corporation shall also be liable to pay to the Government

Leave Salary and Pension Contribution of the above Officer at the prescribed rates.

The present deputation period of the Officers at Sr. Nos. 2 & 4 above in G.T.I.D.C. are curtailed from the date of their relieving from their respective offices.

The concerned Head of Offices should relieve the above transferees immediately

and sent one copy of the relieving order to this office.

By order and in the name of the Governor of Goa.

*S. T. Nadkarni*, Chief Engineer and ex officio Additional Secretary (WR).

Panaji, 6th August, 2012.

[www.goaprintingpress.gov.in](http://www.goaprintingpress.gov.in)

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